
OFFICIAL BID PACKAGE

Street and Highway Road Materials
2012

Bid August 2, 2012
10:00 AM

The City of Canton

LEGAL NOTICE

Ordinance 15-2012

The Director of Public Service of the City of Canton, Ohio will accept sealed bids until **10:00 AM**, Local Time on **THURSDAY, AUGUST 2, 2012**, for the purpose of securing bids for,

STREET AND HIGHWAY ROAD MATERIALS 2012

Submit bid according to the specifications and bid sheet(s) on file and available in the Contract Office/Sixth Floor, Purchasing Department, Canton City Hall Building. The City will hold the Bid Opening in the Sixth Floor Conference Room of Canton City Hall.

Bidders must submit all bids to the City of Canton Contract Office, 218 Cleveland Avenue SW, Purchasing Department/ Sixth Floor, Canton, Ohio 44702 before 10:00 a.m. on the day of the bid opening.

THE CITY WILL DISQUALIFY ANY BID NOT RECEIVED IN THE CONTRACT OFFICE ON OR BEFORE 10:00 AM ON THURSDAY, AUGUST 2, 2012.

Each bid must contain the full name of every person or company participating in the bid. A CERTIFIED CHECK, CASHIER'S CHECK or SURETY BOND must accompany the bid. Draw this check or bond from a solvent bank or bonding company satisfactory to the Director of Public Service as a guarantee the contract and its performance properly secured if the bid is accepted.

You the Bidder shall verify the CERTIFIED CHECK, CASHIER'S CHECK or BID BOND for **FIVE HUNDRED (\$500.00) DOLLARS**. PLEASE NOTE. THE CITY OF CANTON WILL ONLY ACCEPT ORIGINAL CHECKS AND BID BONDS. THEREFORE, IF ANY COMPANY AND/OR BIDDER SUBMITS A COPY (INCLUDING FAXED COPIES) OF HIS/HER \$500.00 SECURITY, THE CITY WILL DISQUALIFY YOUR BID.

The Director of Public Service reserves the right to waive any technical defects in any bid bond submitted so long as the bond is in substantial compliance with State Law. Any bidder may withdraw his bid, by written request, at any time prior to the hour set for the bid opening. Please be advised, the city of canton may impose a \$500.00 penalty to any bidder that withdraws his bid after the bid opening and prior to a contract award(s).

Should any bid be rejected, such check or bond will be returned to the bidder or bidders within ten (10) days after the contract is awarded, and should any bid be accepted, such check or bond will be returned upon execution and securing of contract. Bidders shall be prepared to furnish any information requested regarding return of bond or check.

The Board of Control reserves the right to reject any or all bids and to accept the bid(s) deemed most beneficial to the City of Canton. All companies must submit their Federal ID Number.

BY ORDER OF THE DIRECTOR OF PUBLIC SERVICE, WARREN PRICE
PUBLISHED IN THE CANTON REPOSITORY: July 18 and July 25, 2012

**ALL BIDS ARE TO BE MAILED AND/OR
DELIVERED TO THE FOLLOWING:**

**STEVE HENDERSON
CONTRACT OFFICE
CANTON CITY HALL BUILDING
SIXTH FLOOR
218 CLEVELAND AVENUE SW
CANTON OHIO 44702**

**FAILURE TO DO SO COULD RESULT
IN YOUR BID BEING DISQUALIFIED.**

PLEASE BE ADVISED THAT IF THE CITY AWARDS YOUR COMPANY A CONTRACT WITH THE CITY OF CANTON FOR STREET AND HIGHWAY ROAD MATERIALS, ALL CITY DEPARTMENTS BE ENTITLED TO PURCHASE ITEMS FROM SAID CONTRACT.

THIS/THESE CONTRACTS WILL BE FOR A ONE-YEAR PERIOD WITH THE OPTION OF A THIRTY-DAY EXTENSION AT THE SOLE DISCRETION OF THE CITY OF CANTON.

THE EFFECTIVE START DATE SHALL BE DETERMINED BY THE CITY OF CANTON CONTRACT OFFICE AN ONLY AFTER THE FULL EXECUTION OF THE CONTRACT.

Street/Highway Road Materials Bid Sheet

Item Ton	Unit	Description of Material	Price per Ton	
			Delivered	On City Trucks
1. Ton	703.02	#4 Washed gravel	\$_____	\$_____
2. Ton	703.04	#4 Washed gravel	\$_____	\$_____
3. Ton	703.02	#467 Washed gravel	\$_____	\$_____
4. Ton	703.04	#467 Washed gravel	\$_____	\$_____
5. Ton	703.02	#57 Washed gravel	\$_____	\$_____
6. Ton	703.04	#57 Washed gravel	\$_____	\$_____
7. Ton	703.02	#6 Washed gravel	\$_____	\$_____
8. Ton	703.04	#6 Washed gravel	\$_____	\$_____
9. Ton	703.02	#67 Washed gravel	\$_____	\$_____
10. Ton	703.04	#67 Washed gravel	\$_____	\$_____
11. Ton	703.02	#8 Washed gravel	\$_____	\$_____
12. Ton	703.04	#8 Washed gravel	\$_____	\$_____
13. Ton	703.04	#304-90% Crushed road gravel	\$_____	\$_____
14. Ton	703.04	#411-40% Crushed road gravel	\$_____	\$_____
15. Ton	703.04	#304 (B-19) Crushed Stone	\$_____	\$_____
16. Ton	703.02	Clean, sharp sand	\$_____	\$_____
17. Ton	703.02	#57 Limestone	\$_____	\$_____
18. Ton	703.03	Fine Aggregate for Mortar (Mason Sand)	\$_____	\$_____

Item	Unit	Description of Material	Price per Ton Delivered	Price per Ton On City Trucks
19. Ton	#1 Limestone		\$ _____	\$ _____
20. Ton	#2 Limestone		\$ _____	\$ _____
21. Ton	#4 Limestone		\$ _____	\$ _____
22. Ton	#8 Limestone		\$ _____	\$ _____
23. Ton	#304.02 Limestone		\$ _____	\$ _____
24. Ton	#411.02 Limestone		\$ _____	\$ _____
25. Ton	#703.05 Limestone		\$ _____	\$ _____
26. Ton	#703.10 Limestone		\$ _____	\$ _____

LOCATION OF YOUR PLANT OR PLANTS:

BIDDER INFORMATION SHEET
(PLEASE PRINT AND COMPLETE APPROPRIATELY)

DATE: _____

NAME OF BUSINESS ENTITY: _____

PLEASE CHECK THE APPROPRIATE BOX AND COMPLETE THE PERTINENT

INFORMATION

() CORPORATION.

Full name of
corporation as
contained in Articles
of Incorporation:

State where Incorporated: _____

Full name and title of

responsible officer:

() PARTNERSHIP.

Full name of
partnership as
contained in
Partnership
Agreement:

Full name of
responsible partner and
partner status (i.e.
general or limited):

() SOLE PROPRIETORSHIP.

Full name(s) of individual owner(s) of business:

Please list company's
full name and any
other designation
under which your
company is doing
business as (dba):

SIGNATURE OF AUTHORIZED REPRESENTATIVE:

Full Business Address: _____
CITY STATE ZIP CODE

Telephone Number: (____) _____ Federal I.D. Number #

Purchase Terms: _____ % Net _____ Days Delivery Time: _____

PLEASE READ CAREFULLY

PLEASE BE ADVISED THAT BY SUBMITTING YOUR BID(S) TO THE CITY OF CANTON, THE CITY ASSUMES THAT SAID BID(S) HAS BEEN REVIEWED BY AN AUTHORIZED REPRESENTATIVE OF YOUR COMPANY TO ASSURE THAT THE BID(S) IS/ARE CORRECT AND/OR ACCURATE.

ANY BIDDER MAY WITHDRAW THE BID(S), BY WRITTEN REQUEST, AT ANY TIME PRIOR TO THE HOUR SET FOR THE BID OPENING.

IF THERE IS NO WITHDRAWAL OF **THE** BID(S), IN ACCORDANCE WITH **THE ABOVE PROCEDURE**, **THE** CITY RESERVES **THE** RIGHT TO ENFORCE SAID BID PRICE(S) AND/OR CONTRACT.

ALTERNATE OR OPTIONAL BIDS

IF YOU SUBMIT AN ALTERNATE OR OPTIONAL BID THAT MEETS OR EXCEEDS SPECIFICATIONS, SAID BID WILL BE CONSIDERED IN THE EVALUATION AND/OR AWARD. HOWEVER, REMEMBER THAT THE BOARD OF CONTROL RESERVES THE RIGHT TO AWARD THAT BID WHICH IS IN THE BEST INTEREST OF THE CITY.

ARTICLES OF INCORPORATION

UNLESS THE BIDDER SUBMITS, WITH ITS BID, THE "ARTICLES OF INCORPORATION"
SHOWING EXACTLY WHAT NAME YOU ARE INCORPORATED UNDER WITH THE STATE OF
OHIO, CANTON MAY REQUEST THE BIDDER PROVIDE THIS INFORMATION.

THE ARTICLES OF INCORPORATION ARE THE DOCUMENTS FILED WITH THE STATE
(OHIO OR OTHERWISE) CREATING THE CORPORATE ENTITY.

SUPPLEMENTARY GENERAL CONDITIONS

GENERAL CONDITIONS/CANTON INCOME TAX

Each bidder, by the act of submitting its bid agrees to withhold all City Income Taxes due

Or payable under Chapter 181 of the Codified Ordinances of the City of Canton for wages, salaries, fees and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such City Income Taxes due for service performed under this contract.

Furthermore, any person, firm, or agency that has a contract, or agreement with the City shall be subject to the City Income Tax whether the work being done is in the City or out of the City. In addition to the tax withheld for employees, the net profit on the contract shall be subject to City Income Tax.

Questions regarding this matter shall be directed to the City of Canton, Income Tax Department at 330-430-7900.

GENERAL CONDITIONS

Bidders shall take notice that they are to comply with the Codified Ordinances of the City of Canton, including but not limited, to the following:

1. Section 105.03 – U.S. steel usage required; exceptions. Additionally, the U.S. Steel requirements shall also pertain to iron products.
2. Section 105.05 – Materials to be purchased locally.
3. Section 105.12 – Local preference.

Copies of the text of the above noted Ordinance Sections are attached to these bid documents for bidders' review and compliance.

105.03 U.S. STEEL USAGE REQUIRED;
EXCEPTION.

All City contracts shall stipulate or provide that all steel necessary in the construction of any work performed under such contracts shall be steel that is produced in the United States unless a specific product which is required is not produced by manufacturers in the United States in which event this prohibition does not apply. This section shall apply to only contracts awarded by the Board of Control of the City. (Ord. 224-77. Passed 6-27-77.)

105.04 EMERGENCY CONTRACTUAL
PROCEDURES.

(a) Upon the occurrence of any emergency situation within City government that affects the health, safety and welfare of this City and which requires the immediate attention on the part of the executive members of City government, the appropriate City official, i. e. Mayor, Service Director or Safety Director, a written report shall be submitted to the Clerk of Council with a copy of this report to the Chairman of the Finance Committee and, if applicable, a copy to the chairman of any other committee of Council that normally will be charged with the responsibility of the subject matter of the emergency.

(b) Such written report and copy or copies shall be submitted to Council for the Council agenda for the next succeeding Council meeting, as long as the emergency did not exist seventy-two hours before the preceding meeting.

(c) The written report shall be placed on the Council agenda for the next succeeding Council meeting.

(d) Written reports shall to the extent possible:

- (1) Describe the nature of the emergency;
- (2) Provide the various alternatives being provided to correct the problem;
- (3) Name the appropriate department head charged with the responsibility of coping with the emergency;
- (4) Name contractors or persons who are being considered to undertake the responsibility of dealing with such an emergency;
- (5) Name the contractors or persons who are performing the work necessary to undertake the responsibility of dealing with the emergency;
- (6) Provide the estimate cost for such an undertaking if this information is available; and
- (7) Provide effort and time for the work to be performed by such contractors or persons if available, and other relevant information that is necessary to give Council the full picture and the process being used to determine the resolution of such emergency.

(e) Strict compliance of the foregoing on the part of those who may have to proceed with the remedy or repair of an emergency situation without prior legislative authority will be a substantial consideration on the part of Council in subsequently enacting the legislation to compensate the person who has undertaken such emergency work.

(f) Upon receipt of such written notice, the chairman of the Council committee(s) shall make reasonable efforts to come in contact with the City department director who has assumed the responsibility of coping with such emergency situation.

(g) The Board of Control is directed to notify and invite all contractors to enter their names on a list with the City if they wish to participate in handling work or supplying material for the City on an emergency basis. A copy of the contractors who will participate is to be registered with the Clerk of Council. (Res. 76-76. Passed 3-1-76.)

**105.05 MATERIALS TO BE PURCHASED
LOCALLY.**

In all future contracts for the construction of buildings, structures, or other improvements under the Capital Improvement Budget, the following clause shall be printed or typewritten on each contract:

It is the desire of the City of Canton that all materials used in the construction covered by this contract shall be purchased in the Canton area except such materials which are unavailable in the Canton area.

(Res. 49-77. Passed 2-7-77.)

**105.06 MINORITY CONTRACT
PROVISION.**

All contracts with the City shall include the following clause:

The bidder agrees to expend at least \$_____ of the Contract in the event the contract is awarded to such bidder for minority business enterprises. For purposes of this pledge, the term "minority business enterprise" means a bona fide business at least fifty percent (50%) of which is owned by minority group members or, in the case of publicly-owned business, at least fifty-one percent (51%) of the stock of which is owned by minority group members. For the purposes of the preceding sentence,

"minority group members" means citizens of the United States who are either Negroes, Spanish-speaking, Orientals, American Indians, Eskimos, Aleuts or female. Minority business enterprises may be employed as construction subcontractors or as vendors or suppliers. The bidder must indicate the minority business enterprises it intends to utilize in this document as follows:

(Ord. 331-80. Passed 11-10-80.)

**105.07 GRANT AND LOAN APPLICANT
REQUIREMENTS.**

(a) No person, partnership, corporation and/or unincorporated association shall be eligible to receive any grant, loan from Community Development funds or tax incentive, whether administered directly by the Department of Development or indirectly through a program administered by a non-profit agency on behalf of the City, unless the applicant is paid in full or is current and not otherwise delinquent in the payment of any of the following:

- (1) Any outstanding judgments, liens, grant or delinquent loan obligations owed to the City of Canton, any other municipality, township, county, state or federal governmental entity;
- (2) Utility bills for water, sewer and sanitation services owed to the City of Canton;
- (3) Income taxes (to include mandatory wage withholding by employers) owed to the City of Canton, any other municipality, township, county, state or federal governmental entity;
- (4) Real estate taxes and assessments on any properties owned by the applicant;
- (5) Personal property taxes owed to the Stark County Auditor and/or State of

Ohio; or

(6) Any outstanding loans, grants, subsidies or other entitlements received from any federal or state funded Housing and Community Development program.

(b) The applicant shall be required to provide to the City of Canton a notarized statement averring that the applicant is paid in full or is current and not otherwise delinquent in the payment of the obligations listed in subsections (a) (1 - 6).

(c) Falsification of such statement shall result in cancellation of any grant or loan received, and the applicant shall be required to refund any grant or loan funds received.

(d) Council may waive or modify the requirements of this section as applied to a particular applicant if in the interest of justice, and upon consideration of the surrounding circumstances, such waiver or modification is deemed reasonably necessary by Council.

(e) Under any Community Development program in which the combined household income of all members is calculated for the purpose of determining income eligibility of the applicant, no applicant shall be eligible to receive any grant or loan from the Department of Development if any coapplicant or other member of the same household is delinquent in the payment of any of the categories listed in subsection (a) hereof.

(f) Notwithstanding the above, this section shall not apply to any individual, partnership, corporation or incorporated association seeking assistance under a HOME Repair or Emergency Shelter program grant, at the time of the application.

(g) No partnership, corporation or unincorporated association which has as one of its partners, shareholders or owners, any person who is a twenty percent (20%) or greater equity owner in such partnership, corporation or unincorporated association and who is delinquent in any of the categories listed in subsection (a) hereof, shall be eligible for the award of any grant or loan. No person who is a twenty percent (20%) or greater equity owner in any partnership, corporation or unincorporated association which is delinquent in any of the items listed in subsection (a) hereof shall be eligible for the award of any grant or loan.

(h) The Department of Development and any other department which may hereinafter or presently administer the awarding of grants and loans to applicants under any program shall establish guidelines and screen applicants consistent with the foregoing requirements. All City Departments shall comply with the requests of the Department of Development and any other department for information which are made pursuant to this

sec
tion.

(i) The Department of Development, for programs within its administration and authority, may waive or modify the requirements of this section, under appropriate surrounding circumstances, where a strict interpretation of this section would not further the established goals of the Department.

(Ord. 205-2010. Passed 11-8-10.)

105.08 CAPITAL IMPROVEMENT PROJECTS.
(REPEALED)

EDITOR'S NOTE: Former Section [105.08](#) was repealed by Ordinance 86-2009.

105.09 NOTICE AND BIDDING REQUIRED.
WHEN.

Contracts for the purchase of material, equipment, supplies or services, other than professional or personal services as defined in Section [105.10](#), which are purchased, leased or constructed at a cost in excess of twenty thousand dollars (\$20,000), and which require bidding pursuant to Ohio R.C. 735.05 through 735.09, and 737.03, shall first be approved by Council, and the contract shall be made with the lowest and best bidder after advertisement for not less than two or more than four consecutive weeks in a newspaper of general circulation within the City.

(Ord. 224-89. Passed 10-2-89; Ord. 52-99. Passed 3-29-99; Ord. 240-2005. Passed 11-21-05.)

105.10 PROFESSIONAL OR PERSONAL SERVICES CONTRACTS.

All professional or personal service contracts entered into by any official on behalf of the City shall first be approved and authorized by Council where the contract exceeds fifteen thousand dollars (\$15,000). A professional service or personal service supplier shall be defined as an individual who possesses professional expertise or a specialized skill in the service area, which expertise or skill may vary from one supplier to another. Professional or personal services shall include, but not be limited, to the following: legal, medical, psychological, counseling, accounting, auditing, engineering, architectural, insurance and banking services. A professional or personal service contract shall be considered as one contract where a review of the nature, scope and objective, as well as the interrelationship of time and purpose of the services to be provided under the contract, evidences the undertaking of a single project.

(Ord. 224-89. Passed 10-2-89; Ord. 52-99. Passed 3-29-99.)

105.11 STATE COOPERATIVE PURCHASING WITH ADMINISTRATIVE SERVICES.

(a) The City hereby requests authority pursuant to Ohio R.C. 125.04 to participate in State contracts which the Department of Administrative Services, Office of State Purchasing, has entered into for the purchase of supplies, services, equipment and certain materials.

(b) The City hereby agrees to all contract terms and conditions which the Department of Administrative Services, Office of State Purchasing, may prescribe. Such terms and conditions may include a reasonable fee to cover the administrative costs which the Department may incur as a result of the City's participation in contracts.

(c) The Director of Public Service and the Director of Public Safety are hereby authorized to act as the City's authorized agents for the purpose of executing contracts pursuant to the Cooperative Purchasing Act and the City agrees to directly pay vendors under such State contracts in which it participates for items received pursuant to contracts under this program. (Ord. 9-92. Passed 1-27-92.)

(d) The Director of Public Service and the Director of Public Safety may purchase supplies or services from another party, including another political subdivision, instead of through participation in contracts described in subsection (c) hereof if the Director can purchase those supplies or services from the other party upon equivalent terms, conditions, and specifications but at a lower price than the Director can through the Cooperative Purchasing Act. Purchases that a Director makes under this section are exempt from any competitive selection procedures otherwise required by law. A Director who makes any purchase under this section shall maintain sufficient information regarding the purchase to verify that the City satisfied the conditions for making a purchasing under this section.

(Ord. 52-99. Passed 3-29-99.)

105.12 LOCAL BIDDER PREFERENCE.

(a) The Board of Control, in determining the lowest and best bidder in the award of

contracts, is authorized to award contracts to local bidders as hereinafter defined, whose bid is not more than ten percent (10%) higher, subject to a maximum amount of one hundred thousand dollars (\$100,000.00), than the lowest dollar bid submitted by non-local bidders, provided that the project bid does not exceed ten percent (10%) of the engineer's estimate. The Board of Control's decision in making such an award shall be final.

(Ord. 86-2009. Passed 5-18-09.)

(b) For purposes of this section, "local bidder" means an individual or business entity which at the time of the award of the contract:

- (1) Is a resident of the City and/or has its principal place of business in the City; and
- (2) Which has filed a City of Canton "Resident" Income Tax Return for the past two tax years.

(c) All contract specifications and/or bid documents that are distributed by Canton for the purpose of soliciting bids for goods and/or services shall contain the following notice:

Prospective bidders will take notice that the City of Canton, in determining the lowest and best bidder in the award of this contract, may award a local bidder preference to any qualified bidder pursuant to Section [105.12](#) of the Codified Ordinances of the City of Canton. The determination of whether a bidder qualifies for the local preference shall be made by Board of Control. The Board's decision shall be final. A copy of City Code Section [105.12](#) is attached.

(Ord. 112-97. Passed 6-2-97.)

(d) This section shall be applicable to all contracts for the purchase of material, equipment, supplies or services, which are purchased, leased or constructed at a cost in excess of twenty thousand dollars (\$20,000) and which require bidding pursuant to Ohio R.C. 735.05 through 735.09 and Ohio R.C. 737.03.

(Ord. 112-97. Passed 6-2-97; Ord. 52-99. Passed 3-29-99; Ord. 240-2005. Passed 11-21-05.)

105.13 STATE COOPERATIVE PURCHASING WITH ODOT.

(a) The City hereby requests authority pursuant to Ohio R.C. 5513.01 to participate in State contracts which the Ohio Department of Transportation has entered into for the purchase of supplies, services, equipment and certain materials without competitive bidding.

(b) The City hereby agrees to all contract terms and conditions which the Ohio Department of Transportation may prescribe. Such terms and conditions may include a reasonable fee to cover the administrative costs which the Ohio Department of Transportation may incur as a result of the City's participation in contracts.

(c) The Director of Public Service and the Director of Public Safety are hereby authorized to act as the City's authorized agents for the purpose of executing contracts pursuant to the Cooperative Purchasing Act and the City agrees to directly pay vendors under such State contracts in which it participates for items received pursuant to contracts under this program. (Ord. 175-93. Passed 9-13-93.)

(d) The Director of Public Service and the Director of Public Safety may purchase supplies or services from another party, including another political subdivision, instead of through participation in contracts described in subsection (c) hereof if the Director can purchase those supplies or services from the other party upon equivalent terms, conditions and specifications but at a lower price than the Director can through the Cooperative Purchasing Act. Purchases that a Director makes under this section are exempt from any competitive selection procedures otherwise

required by law. A Director who makes any purchase under this section shall maintain sufficient information regarding the purchase to verify that the City satisfied the conditions of making a purchase under this section.

(Ord. 52-99. Passed 3-29-99.)

105.14 CHANGE ORDERS TO CONTRACTS.

(a) Change orders are amendments to contracts to provide for alterations or modifications of the scope and/or cost of the original contract. A proposed amendment to a contract which is outside the general scope of the original contract does not constitute a change order, but is rather a proposal for a new and separate contract which requires independent contractual authority and bidding, if applicable.

(b) The Director of Public Service and the Director of Public Safety are hereby authorized, without approval of Council, to approve and enter into change orders which do not in the aggregate exceed:

- (1) Ten percent (10%) of the total authorized original contract price; or
- (2) \$100,000.00, whichever is less.

This authority is subject to the availability of funding. Change orders shall additionally require approval of the Board of Control.

(c) Change orders in excess of the aggregate amounts set forth in subsection (b) hereof shall require approval of Council. The above stated limitations may be amended by Council in any legislation providing for any contract or in any subsequent amending ordinance. (Ord. 31- 2000. Passed 2-14-00.)

By: Thomas M. Bernabel, Law Director
RDW by JF - 5/9/97

(2) 1st Reading MAY 12 1997

Referred to Jurisdiction

(16) 2nd Reading JUN 02 1997

3rd Reading JUN 02 1997

PASSED: JUN 02 1997

Recorded in Volume _____ Page _____

REC'D 5-30-97 8:00 A.M. JFW

ORDINANCE NO. 112/97

AN ORDINANCE AMENDING SECTION 105.12,
LOCAL PREFERENCE, AND SECTION 181.09,
INVESTIGATIONS; INFORMATION
CONFIDENTIAL; PENALTY FOR DIVULGENCE;
RECORDS TO BE KEPT FOR FIVE YEARS, OF
THE CODIFIED ORDINANCE OF THE CITY OF
CANTON

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANTON, STATE OF OHIO,
THAT:

Section 1. Section 105.12, Local Preference, of the Codified Ordinances of the City
of Canton, be and the same is hereby amended to read as follows:

105.12

LOCAL BIDDER PREFERENCE.

(a) The Board of Control, in determining the lowest and best bidder
in the award of contracts, is authorized to award contracts to local bidders as
hereinafter defined, whose bid is not more than ten percent (10%) higher,
subject to a maximum amount of ~~\$10,000.00~~, than the low dollar bid submitted
by non-local bidders. The Board of Control's decision in making such an award
shall be final.

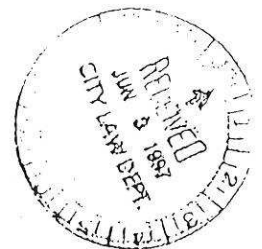
(b) For purposes of this section, "local bidder" means an individual or
business entity which at the time of the award of the contract: (I) is a resident
of the City and/or has its principal place of business in the City; and (II) which
has filed a City of Canton "Resident" Income Tax Return for the past two (2) tax
years.

(c) All contract specifications and/or bid documents that are
distributed by Canton for the purpose of soliciting bids for goods and/or services
shall contain the following notice:

Prospective bidders will take notice that the City of Canton, in
determining the lowest and best bidder in the award of this
contract, may award a local bidder preference to any qualified
bidder pursuant to Section 105.12 of the Codified Ordinances of
the City of Canton. The determination of whether a bidder
qualifies for the local preference shall be made by Board of
Control. The Board's decision shall be final. A copy of City Code
Section 105.12 is attached.

(d) This section shall be applicable to all contracts for the purchase
of material, equipment, supplies or services, which are purchased, leased or
constructed at a cost in excess of ~~\$10,000.00~~ and which require bidding \$100,000.00
pursuant to Ohio R.C. 735.05 through 735.09 and Ohio R.C. 737.03.

*Per Ord. 86/20
the amount of
\$10,000.00 has
been increased
to \$100,000.00



BID FORMS

Please be advised that it is the City of Canton Policy that the bidders submit the following bid forms before the City can execute the Contract. Please complete these forms and submit at the time of bid.

The EEO Bid Form 9 must be accompanied by the Company's' **Affirmative Action Plan**.

Please include copy of your Workmen's Compensation Certificate.

Bid Form 11 is required submittal with the bid. The bidder must make a good faith effort to comply with the provisions set forth. The City may grant a waiver if the bidder requests in writing with an explanation for the waiver.

INSURANCE AFFIDAVIT

Each bidder shall obtain from its insurance representative and include in the bid submittal an insurance affidavit that contains the representations noted below. Make the affidavit on the insurance agency's letterhead, reference this project by name, and state at least the following:

- (1.) The representative has reviewed and understands the insurance requirements (including the cancellation/non-renewal provisions) set forth in "General Conditions" § 1.14 Insurance.
- (2.) The representative certifies that the company will provide the specified insurance should the contract be awarded to the contractor on whose behalf the certificate is being provided.
- (3.) The names and A.M. Best Company ratings of companies required to provide the required insurance.

You must have the insurance affidavit notarized.

"General Conditions" INSURANCE § 1.14

- A. The following standard indemnity agreement and minimum insurance requirements are incorporated in the Specifications for all work performed by the Contractor for the Owner, its affiliated and associated organizations or subsidiaries, hereinafter referred to as Owner.
 - I. The Contractor agrees to indemnify and save the Owner harmless from and against any and all costs, loss and expense, liability damages, or claims for damages, including cost for defending any action, on account of any injury to persons (including death) or damage to or destruction of property of the Owner, arising or resulting from the work provided for or performed, or from any act, omission, or negligence of the Contractor, Subcontractor and his or their agents or employees. The foregoing provisions shall in no way be deemed released, waived or modified in any respect by reason of any insurance or surety provided by the Contractor.
 - II. The Contractor shall maintain insurance of the kinds and in amounts specified in the attached schedule and furnish the Service Director with Certificates of Insurance as evidence thereof in the prescribed form. If any work provided for or to be performed under any Specifications is sublet (as otherwise permitted by the terms of such Specifications), the Contractor shall require the sub-contractors to maintain and furnish him with satisfactory evidence of Workmen's Compensation, Employers' Liability and such other forms and amounts of insurance which Contractor deems reasonably adequate.
 - III. In accordance with Item II, the Contractor shall maintain the following insurance:
 1. Workmen's Compensation and Employer's Liability
Insurance affording,
 - (a) protection under the Workmen's Compensation Law in the State of Ohio.
 - (b) Employer's Liability protection subject to a minimum limit of \$100,000.00.
 2. Commercial General Liability Insurance in amounts not less than:

General Aggregate Limit	\$2,000,000.00
Products - Completed Operations	

Aggregate Limit	\$2,000,000.00
Personal and Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00
Fire Damage Limit	\$50,000.00
Medical Expense Limit	\$5,000.00

This insurance shall:

- a. include coverage for the liability assumed by Contractor under Item I (Indemnity);
 - b. not to be subject to any of the special property damage liability exclusions commonly referred to as the XCU exclusions pertaining to blasting or explosion, collapse or structural damage and underground property;
 - c. not be subject to any exclusion of property used by the insured or property in the care, custody or control of the insured or property as to which the insured for any purpose is exercising physical control unless the required Builders Risk or Installation Floater coverage is indicated on the required Certificate of Insurance (Item III.4);
 - d. and the Certificates of Insurance furnished by the Contractor shall show by specific reference that each of the foregoing items have been provided for.
 - e. **INCLUDE THE CITY OF CANTON, OHIO AND ITS AGENTS, AS ADDITIONAL INSURED FOR PURPOSES OF COVERAGE UNDER THE SUBJECT POLICY.**
3. Comprehensive Automobile Liability Insurance in the following minimum amounts:

Bodily Injury and Property Damage any one accident or loss:	\$1,000,000.00
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4. The contractor will provide and maintain Installation/Builders Risk Insurance to protect the interests of both the contractor and the owner for materials transported to the job, stored or installed on the premises, or stored at any temporary location off premises. Such insurance shall be written on an "All Risk" form to include the perils of Fire, Extended Coverage, Vandalism, Malicious Mischief, Theft, Collapse and Water Damage. The amount of Insurance shall be 100% of the insurable value of the work performed. It should include all items of labor and materials incorporated therein, materials in storage, on or off the job site, scheduled for use in completing the work, and such other supplies and equipment incidental to the work as are not owned or rented by the contractor, the cost of which is included in the direct cost of the work. This Insurance shall not cover any tools, derricks, machinery, tar buckets, ladders, engines, workmen's quarters, boilers, pumps, wagons, scaffolds, forms, compressors, shanties or other items owned or rented by the Contractor, the cost of which is not included in the direct cost of the work.

- B. The Certificates of Insurance furnished by the Contractor as evidence of the Insurance maintained by him shall include a clause obligating the Contractor to give the Service Director ten (10) days prior written notice for cancellation or any material change in the insurance.

PLEASE FILL OUT THIS FORM AND RETURN PROMPTLY TO THE ADDRESS BELOW

BIDDER AND CONTRACTOR EMPLOYMENT PRACTICES REPORT

Minority Coordinator
218 Cleveland Avenue SW
Canton, Ohio 44702

I. INSTRUCTIONS

- A. **EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENT:** This form is designed to provide an evaluation of your policies and practices relating to the extension of equal employment opportunity to all persons without regard to race, religion, color, sex or national origin.

Ordinance No. 179-74 of the City of Canton and the rules and regulations pursuant thereto provide for a contract compliance inspection of personnel policies and practices related to any contract with the City including contracts for work, labor, services, supplies, equipment, materials, leases, concession agreements, and permits.

- B. **CONTRACTOR AND BIDDER PERFORMANCE:** Completion of this Contractor and Bidder Employment Practices Report is one of the steps which demonstrates compliance with the City's Equal Employment Opportunity Program. Responsibility for demonstrating compliance with the Program by the contractor and his subcontractors rests with the contractor or subcontractor. Such demonstration is a prerequisite for continued eligibility for bidding on city contracts, or for continuing in contract with the City.

II. CONTRACTOR AND BIDDER INFORMATION

1. REPORTING STATUS	
<input type="checkbox"/> a. Prime Contractor	<input type="checkbox"/> b. Prime Subcontractor <input type="checkbox"/> c. Supplier <input type="checkbox"/> d. Other (Specify)
2. NAME, ADDRESS AND TELEPHONE NUMBER OF BIDDER COVERED BY THIS REPORT	
3. NAME, ADDRESS AND TELEPHONE NUMBER OF PRINCIPAL OFFICIAL OR MANAGER OF BIDDER	
4. NAME, ADDRESS AND TELEPHONE NUMBER OF PRINCIPAL OFFICE OF BIDDER	
5. CONTRACTING CITY AGENCY (OR AGENCIES)	
6. SIGNATURE AND TITLE OF AUTHORIZED EQUAL EMPLOYMENT OPPORTUNITY REPRESENTATIVE DATE	

EVALUATION (level blank)

☐ Compliance

☐ Non-Compliance

☐ Follow-up _____

III. POLICIES AND PRACTICES

The bidder and the Contractor will indicate his willingness or unwillingness to comply with the requirements of the Equal Employment Opportunity Program of the City of Canton by encircling the appropriate or applicable letter to the left of each item below. The letters are to be interpreted as follows:

- A - This is now a practice of the Company.
- B - The Company will adopt this policy.
- C - The Company cannot or will not adopt this policy. (If "C" is circled, state reason. Use separate sheet if additional space is needed.)

It is understood that the Company's willingness to participate in the Equal Employment Opportunity Program will be evaluated by the Office of Directors of Contract Compliance. This evaluation will directly influence our decision on the qualifications of each bidder and contractor, and is an integral part of your bid.

CIRCLE ONE	ITEMS	STATE REASON IF (C) IS CIRCLED
A B C	1. The Company will adopt a policy of non-discrimination on the basis of race, religion, color, sex, or national origin with regard to recruitment, hiring, training, upgrading, promotion and discipline of employees or applicants for employment.	
A B C	2. The Company will develop procedures which will assure that this policy is understood and carried out by managerial, administrative, supervisory personnel.	
A B C	3. The Company will state its non-discriminatory policy in writing and communicate it to the following: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> a. All employees b. All recruitment sources c. All subcontractors </div> <div style="width: 45%;"> d. All relevant employee organizations including labor unions </div> </div>	
A B C	4. The Company will use recruitment sources such as employment agencies, unions, and schools which have a policy of referring applicants on a non-discriminatory basis.	
A B C	5. The Company will participate in training programs for the benefit of employees or prospective employees, according to the intent of City Ordinance Number 179-74.	
A B C	6. Company recruiters will seek a broad recruitment base in order that a representative cross-section of applications might be obtained, and will refrain from a hiring policy which limits job applicants to persons recommended by company personnel.	
A B C	7. The Company will take steps to integrate any position, departments, or plant locations which have no minority persons including African Americans or are almost completely staffed with one particular ethnic or racial group.	
A B C	8. The Company will review its qualifications for each job to determine whether such standards eliminate unemployed persons who could, if hired, perform the duties of the job adequately. The following qualifications should be reviewed: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> a. education b. experience </div> <div style="width: 45%;"> c. tests d. arrest records </div> </div>	
A B C	9. Residence in a particular geographical area will not be a qualifying or disqualifying criterion for employment with the Company.	
A B C	10. The Company will provide that all bargaining agreements with employee organizations, including labor unions, have non-discrimination clauses requiring equal employment opportunity.	

IV. EMPLOYMENT DATA

Please note that this data may be obtained by visual survey or post-employment records. Neither visual surveys nor post-employment records are prohibited by any Federal, State or local law. All specified data are required to be filled in by law.

JOB CATEGORIES	ALL EMPLOYEES			MINORITY GROUP EMPLOYEES							
	TOTAL MALE & FEMALE	MALE	FEMALE	MALE				FEMALE			
				African American	Asian American	Native American	Hispanic	African American	Asian American	Native American	Hispanic
Officials, Mgrs and Supervisors											
Professionals											
Technicians											
Part-Time Seasonal											
Office and Clerical											
Craftsmen (Skilled)											
Operatives (Semi-skilled)											
Laborers (Unskilled)											
Service Workers											
TOTAL											
Total employment from previous report (if any)											

REMARKS Use this space to give any identification data appearing on last report which differs from that given above, explain major changes in employment, changes in composition of reporting units, and other pertinent information.

The undersigned certifies that he is legally authorized by the bidder to make the statements and representations contained in this report. That he has read all of the foregoing statements and representations and that they are true and correct to the best of his knowledge and belief. The undersigned, understands that if any of the statements and representations are made knowing them to be false or there is a failure to implement any of the stated intentions or objectives, set forth herein, without prior notice to the Office of Contract Compliance, the bidder will be subject to the loss of all future awards.

FIRM OR CORPORATE NAME _____

DATE OF SIGNING _____

SIGNATURE _____

TITLE _____

SIGNATURE _____

TITLE _____

MINORITY CONTRACT PROVISIONS: MINORITY BUSINESS ENTERPRISE UTILIZATION COMMITMENT

A. The Bidder agrees to expend at least \$ _____ of the contract if awarded for minority business enterprises. For purposes of this pledge, the term "minority business enterprise" means a business at least 50 percent of which is owned by minority group members or, in case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purposes of the preceding sentence, minority members are citizens of the United States who are African Americans, Spanish-Speaking, Orientals, American Indians, Eskimos, Aleuts or Females. Minority business enterprises may be employed as construction subcontractors or as vendors or suppliers. The Bidder must indicate the minority business enterprises it intends to utilize in this document as follows:

NAME AND ADDRESS OF MINORITY FIRMS	NATURE OF PARTICIPATION	DOLLAR VALUE OF PARTICIPATION
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Total Bid Amount: _____ Total:

Percentage of Minority Participation _____%

Bid Form 11
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- B. The Bidder agrees to furnish implementation reports to indicate the minority business enterprises which it has or intends to utilize. The first report is due five (5) days after notification to the lowest and best bidder. The second report is due at 40% completion.
- C. It is the goal of the City of Canton that at least ten percent (10%) of the total of all contracts be expended for bonafide minority business enterprises.
- D. If the ten percent (10%) minority business utilization cannot be met, a waiver can be granted by the Board of Control upon recommendation of the Director of Public Service and/or Safety. To justify a waiver, it must be shown that every feasible attempt has been made to comply, and it must be demonstrated that sufficient, relevant, qualified minority business enterprises (which can perform subcontracts or furnish supplies) are unavailable in the market area of the project to enable meeting the ten percent (10%) minority business enterprise goal.
- E. Failure to comply with the Minority Business Enterprise Utilization Commitment will not be grounds for the forfeiture of a bid bond so long as a "best effort" approach to comply with such commitment can be demonstrated. If such compliance cannot be obtained, the bidder shall furnish written evidence to justify that he has made "best efforts" to comply with the Minority Business Enterprise Assistance Program. A representative of the City of Canton will monitor and determine whether or not a good faith effort to comply with the Minority Business Enterprise Commitment has been made.
- F. In light of the above, the Board of Control will still award the contract to the lowest and best bidder. Breach of this commitment constitutes breach of the Bidder's contract, if awarded.
- G. The undersigned hereby certifies that he or she has read the terms of the commitment and is authorized to bind the Bidder to the commitment herein set forth.

Name/Title of Authorized Officer

Signature of Authorized

Date